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11 Huhtamaki Finance, B.V.,
12 Hershey Chocolate & Confectionery
13 Corporation and The Hershey Company

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28 **UNITED STATES DISTRICT COURT**
FOR THE NORTHERN OF CALIFORNIA

20 HUHTAMAKI FINANCE, B.V. a) CASE NO. C07-02514 RS
21 Netherlands corporation; THE)
22 HERSHEY COMPANY; HERSHEY)
23 CHOCOLATE &)
24 CONFECTIONERY)
25 CORPORATION, a Delaware)
26 corporation; and THE HERSHEY)
27 COMPANY, a Delaware)
28 corporation,
vs.
KENNETH DEAN AFFOLTER, an)
individual, d/b/a BEYOND BOMB,
Defendant.

EXHIBIT D

PERMANENT INJUNCTION

A permanent injunction is hereby issued pursuant to 15 U.S.C. § 1116 that shall enjoin and restrain Kenneth Dean Affolter, individually and doing business as Beyond Bomb and his partners, agents, servants, employees, representatives, licensees, manufacturers and distributors, jointly and severally, from:

(i) Utilizing in any way the trademarks and related trade dress owned or licensed by the Hershey Company or Hershey Chocolate & Confectionery Corporation (hereinafter collectively referred to as "Hershey"), including but not limited to the famous ALMOND JOY, GOOD & PLENTY, JOLLY RANCHER, HERSHEY'S, KIT KAT, KISSES, KRACKEL, MOUNDS, REESE'S, MR. GOODBAR, TWIZZLERS, and YORK trademarks (the "Trademarks");

(ii) Manufacturing, marketing, advertising, distributing, selling, promoting, licensing, exhibiting or displaying any product or service using the Trademarks or any copies or counterfeits thereof or anything confusingly similar thereto: and

(iii) Otherwise infringing on the Trademarks; and

(iv) Using any false description, representation, or designation, or otherwise engaging in conduct that is likely to create an erroneous impression that Defendant's products are endorsed by Hershey or any related company, sponsored by Hershey or any related company, or are connected in any way with Hershey or any related company; and

(v) Interfering in the existing contracts or business expectancies of Hershey in any manner whatsoever; and

(vi) Using the Trademarks in any manner whatsoever; and

(vii) Holding himself out as a licensee or otherwise authorized user of the Trademark; and

(viii) Using the Trademarks in promotional literature or materials, including those posted on the Internet

Pursuant to 15 U.S.C. § 1118, within thirty days (30) of the date affixed below, Defendant is required to deliver to the Court, or to some other person that the Court may

1 designate, for ultimate destruction, any and all articles of merchandise or other items in the
2 possession or control of Defendant which might, if sold or distributed for sale, violate the
3 injunction granted herein;

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5 IT IS SO ORDERED

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7 Dated: UNITED STATES DISTRICT COURT JUDGE

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